

**Remarks**

The present amendment is in response to the Office Action dated November 28, 2007, where the Examiner has rejected claims 1-15. In the present amendment, claims 1, 6, and 8 have been amended and claim 16 is new. Accordingly, claims 1-16 are presently pending with claims 1, 6, and 8 being the independent claims. Reconsideration and allowance of pending claims 1-16 in view of the above amendments and following remarks are respectfully requested.

**A. Claim Rejections Under 35 U.S.C. § 102**

Claims 1, 2, 9, 10 and 13 stand rejected under 35 U.S.C. 102(a) as being anticipated by Neil Stuart, The Benefit of Integrated Systems ("Stuart"). Claims 1, 6, and 8 have been amended. In view of the foregoing amendment, it is respectfully submitted that independent claim 1, 6 and 8 include limitations that are not disclosed by Stuart. For example, independent claim 1 as amended recites in pertinent part:

automating information technology services for commercial office  
building tenant related issues including management and maintenance of  
the network;

aggregating the network bandwidth that is delivered to the  
commercial office building tenants as utilities to support needs of the  
commercial office building tenants

The sections cited in Stuart (namely page 1, paragraph on right side titled Approach to System Design) do not disclose the claimed limitations in claim 1. For example, the second paragraph of this section of Stuart simply describes that guest-related systems, telecommunications, security and multimedia applications represent functions of integrated systems. Further, the Emirates tower described in Stuart, consists of hotel office complex for accommodating business travelers. (see abstract). In fact the Emirates Towers is a five star hotel tower that has five hundred rooms. Here the tenants that are accommodated by the hotel office complex are generally transient tenants that require different accommodation than tenants of a commercial office building. The transient nature of the tenants in a hotel office tower creates different issues relating to bandwidth/capacities and network issues that are inconsistent with that

of a commercial building tenant. Also, because of the transient nature of the tenants in Stuart, the delivery or distribution of bandwidth to these transient tenants cannot be packaged as a utility, as is customary with utility services rendered to tenants by an electric company. Further the technology issues encountered as a result of differing requirements of transient tenants of a hotel complex are different from those encountered by office building tenants. A network manager may have a historical data from the daily usage of bandwidth by a non-transient tenant that as opposed to an office building tenants. Issues, relating to transient clients include a lack of consistency as a result of varying computer gadgets, applications, requests and bandwidth demands restricts automation of IT services since "automation" generally thrives on predictability of events or issues.

Thus, Stuart fails to describe "automating information technology services for commercial office building tenant related issues including management and maintenance of the network" and "aggregating the network bandwidth that is delivered to the commercial office buildings as utilities to support needs of the commercial office building tenants."

The examiner cites Page 4 of office action and page 1, right column of Stuart for describing "automating and centralizing network management and maintenance in a network manager." Claim 1 has been amended to include "automating information technology services for commercial building tenant related issues including management and maintenance of the network." Applicant asserts that the Stuart fails to describe these limitations. According to the examiner, the combination the scalability feature with the centralized monitoring and management implicitly provides for the claimed "automating" described in claim 1. However, according to Stuart the scalable technology is for keeping the costs of installation, operation and maintenance at a minimum and not for "automating." (Page 1, right column) By the examiner's interpretation, Stuart scalable technology will cover a wide scope of technology related to networking. Also based on the examiners premise, it may be arguable that a technology that spans beyond the bandwidth of the fiber optic backbone of the Stuart network may be covered by the scalability feature described in Stuart. However, Stuart emphasizes that the scalability feature is tailored to minimize the cost of, for example, retrofits and upgrades. (Page 1, left column). Accordingly, the system in Stuart is scalable in the sense that the system is already

adequately sized to accommodate a future increase in the number of, for example, digital TV channels. Thus the scalability feature in Stuart only functions to keep the cost of installation, operation and maintenance at a minimum and fails to describe “automating information technology services including management and maintenance of the network.”

Combining the scalability feature with the monitoring and management feature fails to cure the defect of the scalability feature. The monitoring and management feature simply adds on a means for monitoring and managing the infrastructure but fails to describe “automating information technology services for commercial office building tenant related issues including management and maintenance of the network.”

Accordingly, for at least the reasons discussed above, it is respectfully submitted that the Stuart fails to anticipate the invention of amended independent claims 1.

Independent claims 6 & 8 are also presently in condition for allowance for the same reasons set forth with respect to independent claim 1.

Given that dependent claims 2, 9, 10 and 13 depend from independent claims 1, 6 and 8 respectively, at least for the reasons similar to those discussed above, it is respectfully submitted that claims 2, 9, 10 and 13 are not obvious with respect to the cited references. Withdrawal of the rejections is respectfully requested.

#### **B. Rejection Of Claims 4, 5, 12 and 14 Under 35 U.S.C. § 103**

In the Office Action, claims 4, 5, 12 and 14 have been rejected under 35 U.S.C. 103(a) as unpatentable over Stuart. The combination of Stuart with the official notice of the examiner fails to yield all the limitations of the claims. The Examiner states that Stuart teaches the limitations of the present claims, except that Stuart does not specify that “the tower occupants/tenants can report network issues and request service using a centralized website” or “the integrated system being an off-site integrated system” or “negotiating with bandwidth provider who provides the network bandwidth.” The Examiner relies on “official notice” for this limitation. With regards to these limitations, claim 1 and 8 have been amended to include the limitations of “automating information technology services for commercial office building tenant related issues including management and maintenance of the network” and “aggregating the network bandwidth that is

delivered to commercial office buildings as utilities to support needs of the commercial office building tenants.” Applicant asserts that Stuart fails to teach the limitations of the amended claim and the addition of the “official notice” fails to cure the basic deficiencies.

The arguments presented with respect to the 102 rejection of independent claims 1 also apply to independent claim 8, and subsequently to claims 4, 5, 12 and 14, with respect to Stuart. Accordingly, for at least the reasons discussed above, it is respectfully submitted that the Stuart fails to anticipate the invention of amended independent claims 1 and 8. The addition of the “official notice” fails to remedy the defects of Stuart because the “official notice” also does not contemplate “automating information technology services for commercial office building tenant related issues including management and maintenance of the network” and “aggregating the network bandwidth that is delivered to commercial office buildings as utilities to support needs of the commercial office building tenants.”

Given that dependent claims 4, 5, 12 and 14 depend from independent claims 1 and 8 respectively, at least for the reasons similar to those discussed above, it is respectfully submitted that claims 4, 5, 12 and 14 are not obvious with respect to the cited references. Withdrawal of the rejections is respectfully requested.

**C. Rejection Of Claims 3, 6, 11 and 15 Under 35 U.S.C. § 103**

Claims 3, 6, 11 and 15 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Stuart in view of U.S. Patent Application No. 2004/0165545 (“Cook”). The Examiner states that Stuart teaches all of the limitations of claims 3, 6, 11 and 15, except Stuart “doesn’t specify the communication network comprises a plurality of wireless LAN access points,” (claim 3, 11), or “providing [a] wireless connection,” (claim 6), or negotiating with a bandwidth provider (claim 15). The Examiner relies on “official notice” for this limitation. With regards to these limitations, claim 1 and 8 have been amended to include the limitations of “automating information technology services for commercial office building tenant related issues including management and maintenance of the network” and “aggregating the network bandwidth that is delivered to commercial office buildings as utilities to support needs of the commercial office

building tenants.” Applicant asserts that Stuart fails to teach the limitations of the amended claim and the addition of the “official notice” fails to cure the basic deficiencies.

The arguments presented with respect to the 102 rejection of independent claims 1 also apply to independent claims 6 and 8 and subsequently to claims 3, 11 and 15 with respect to Stuart. Accordingly, for at least the reasons discussed above, it is respectfully submitted that the Stuart fails to anticipate the invention of amended independent claims 1, 6 and 8. The addition of the “Cook” fails to remedy the defects of Stuart because the “Cook” also does not contemplate “automating information technology services for commercial office building tenant related issues including management and maintenance of the network” and “aggregating the network bandwidth that is delivered to commercial office buildings as utilities to support needs of the commercial office building tenants.”

Accordingly, at least for the reasons similar to those discussed above, it is respectfully submitted that claims 3, 6, 11 and 15 are not obvious with respect to the cited references. Withdrawal of the rejections is respectfully requested.

**D. Rejection Of Claim 8 Under 35 U.S.C. § 103**

Claim 8 is rejected under 35 U.S.C. § 103(a) as being unpatentable over Stuart in view of David M. Cutrer, et al., Building the FO Infrastructure, IEEE 1995, Pages 13-17 (“Cutrer”). The Examiner states that Stuart teaches all of the limitations of claim 8, except Stuart “doesn’t specify providing wireless LAN access points, configured to provide wireless network access, throughout the building.” The Examiner states that Cutrer teaches these limitations. The rejection is traversed as follows.

A claim is unpatentable if the differences between it and the cited references would have been obvious at the time of the invention. As stated in MPEP § 2143, there are three requirements to establish a *prima facie* case of obviousness. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the cited reference (or references when combined) must teach or suggest all the claim limitations. The

teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the cited references, and not based on Applicant's disclosure.

### **1. Suggestion or Motivation to Combine**

In the Office Action, there is no identified motivation for combining the references. Stuart and Cutrer address different problems. Stuart describes a total integrated IT and BMS system infrastructure that offers the client a single-seat operation solution. (see page 1, left side) Thus guest related systems, telecommunications, security and multimedia applications are no longer separate systems. (see page 1, right side). Cutrer on the other hand focuses on wireless radio systems. In the Cutrer system, the goal is to provide acceptable communications to mobile and spatially distributed users and not to integrate systems in a building. As a result there are fundamental differences on issues addressed by the two references. For example, Cutrer addresses the lack of uniform radio coverage in a network that can be severe in urban environments where buildings and other obstructions shadow the radio signals. (page 14) Stuart on the other hand addresses centralized monitoring and operation of security, building management, hotel operations and interactive multimedia applications. While both systems are linked by a fiber backbone the fiber backbone is simply the supportive link for achieving the goal of the systems in both references.

### **2. Reasonable Expectation of Success**

In the Office Action, there is no explanation of why the combination of Stuart and Cutrer are likely to succeed in arriving at the claimed invention. As previously discussed, Stuart and Cutrer address different problems. Accordingly, any combination of the disclosure of these two references would require a significant deviation from the primary purpose of the teachings of the references.

### **3. Combined References Must Teach All Claim Limitations**

The arguments presented with respect to the 102 rejection of independent claims 1 also apply to independent claims 6 and 8 with respect to Stuart. Accordingly, for at least the reasons discussed above, it is respectfully submitted that the Stuart fails to anticipate the invention of amended independent claims 8. The addition of the "Cutrer" fails to remedy the defects of Stuart

because “Cutrer” also does not contemplate “automated module configured to automate information technology services for commercial office building tenant related issues including management and maintenance of the network.”

Accordingly, at least for the reasons similar to those discussed above, it is respectfully submitted that claim 8 is not obvious with respect to the cited references. Withdrawal of the rejections is respectfully requested.

**E. New Claim 16**

The applicant asserts that Stuart fails to describe the limitations of new claim 16. The Applicant also asserts that the combination of the examiners official notice, Cook and Cutrer fail to remedy the defects of Stuart. Claim 16 has all of the limitations of claim 1. Therefore for at least the same reasons that claim 1 is in a condition for allowance under 35 U.S.C. section 102, claim 16 is also in condition for allowance.

Further, in addition to the limitations of claim 1, claim 16 has additional limitations that are not described by Stuart, the official notice, Cook and Cutrer individually or in combination. For example, claim 16 describes “partitioning the integrated communications network with different levels of security and access,” “provisioning the integrated communications network to allocate network access and bandwidth” and “monitoring the integrated communications network via a web based application.” (For example, paragraphs 35, 38, 11, 14, 20) The only web based activity described in the references is the official notice of the examiner asserting that a website to report network issues and request services is known in the art. Also all of the references fail to describe “partitioning the integrated communications network with different levels of security and access,” “provisioning the integrated communications network to allocate network access and bandwidth” and “monitoring the integrated communications network via a web based application.” Thus claim 16 is in condition for allowance.

**Conclusion**

If the Examiner has any questions or comments regarding the above Remarks, or if a discussion would be beneficial to advance prosecution, the Examiner is urged to contact the undersigned at the number listed below.

Respectfully submitted,  
Procopio, Cory, Hargreaves & Savitch LLP

Dated: May 28, 2008

By: /Alvin Fashu-Kanu/  
Alvin Fashu-Kanu  
Registration No. 58,786

Procopio, Cory, Hargreaves & Savitch LLP  
530 B Street, Suite 2100  
San Diego, California 92101-4469  
(619) 238-1900